

PERPETUAL CORE

Data Processing Addendum

Controller-processor and service-provider terms for customer personal data

Form version: August 29, 2026 | Provider: THE PERPETUAL CORE LLC, a New York limited liability company

IMPORTANT: This is a negotiation-ready starting form, not legal advice. Complete all brackets, attach deployment-specific exhibits, and obtain counsel review before signature.

This Data Processing Addendum ("DPA") forms part of the agreement between THE PERPETUAL CORE LLC ("Provider") and [CUSTOMER] ("Customer") and applies only to Provider's processing of Customer Personal Data on Customer's behalf.

1. Roles and instructions

Customer is the controller or business; Provider is the processor or service provider, except where law assigns another role. Provider will process Customer Personal Data only to provide the contracted services, follow documented lawful instructions, secure the service, and meet legal obligations.

2. Processing details

Subject matter: [SERVICE]. Duration: [TERM plus deletion/return period]. Nature and purpose: [DESCRIBE]. Data subjects: [DESCRIBE]. Data categories: [DESCRIBE]. Sensitive data: [NONE unless expressly listed]. Customer will not provide data outside these details without a signed update.

3. Confidentiality and security

Provider will ensure authorized personnel are bound by confidentiality and maintain safeguards appropriate to the risk, including access control, authentication, transmission protection, supported encryption at rest, logging, vulnerability management, backup/recovery practices, and incident procedures as applicable to the deployment. The security exhibit, if any, controls specific commitments.

4. Subprocessors

Customer authorizes the subprocessors listed in the applicable order or subprocessor notice. Provider will impose data-protection obligations appropriate to the services and remains responsible for their performance to the extent required by law. Customer may object to a new material subprocessor on reasonable data-protection grounds within [10] days of notice; the Parties will seek a reasonable solution.

5. Rights requests

Taking into account the nature of processing, Provider will reasonably assist Customer with verified data-subject requests where Customer cannot fulfill them through the service. Provider will not independently respond except as instructed or legally required.

6. Security incidents

Provider will notify Customer without undue delay after confirming a Security Incident affecting Customer Personal Data, provide available information reasonably needed for Customer's obligations, and take reasonable containment and remediation steps. Notice is not an admission of fault. Unsuccessful attempts and events that do not compromise Customer Personal Data are not Security Incidents.

7. Assessments and assistance

On reasonable request and subject to confidentiality, Provider will provide information reasonably necessary to demonstrate compliance and assist with risk assessments, regulator consultations, and breach obligations in proportion to the processing. Additional or on-site audit work may be subject to reasonable fees unless a confirmed material breach caused the request.

8. International transfers

The Parties will implement a lawful transfer mechanism where required. Customer is responsible for identifying residency or localization requirements before processing begins.

9. Return and deletion

At the end of services and on Customer's written choice, Provider will return or delete Customer Personal Data within the period stated in the order, except data required by law or retained in protected backups until overwritten in the ordinary cycle.

10. U.S. state privacy terms

Where applicable, Provider will not sell or share Customer Personal Data for cross-context behavioral advertising; retain, use, or disclose it outside the business purposes in the agreement; or combine it with personal data from unrelated sources except as permitted by law. Provider will notify Customer if it determines it can no longer meet applicable restrictions.

11. Priority and liability

This DPA controls for its subject if it conflicts with the agreement. Liability under this DPA is subject to the agreement's limitations unless applicable law prohibits that limitation.

Signatures

THE PERPETUAL CORE LLC

By: _____

Name: Lorenzo Daughtry-Chambers

Title: Authorized Representative

Date: _____

CUSTOMER

By: _____

Name: [NAME]

Title: [TITLE]

Date: _____